

Attorney's Docket No.: 12406-270001 / P2002,0521 US E

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Robert Furst et al. Art Unit : 2814
Serial No. : 10/501,209 ✓ Examiner : Nathan W. Ha
Filed : January 6, 2005 Conf. No. : 3577
Title : PHOTODIODE ARRAY AND METHOD FOR ESTABLISHING A LINK
BETWEEN A FIRST SEMICONDUCTOR ELEMENT AND A SECOND
SEMICONDUCTOR ELEMENT ✓

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

REVOCATION AND NEW POWER OF ATTORNEY

Under 37 CFR §3.73(b) OSRAM OPTO SEMICONDUCTORS GMBH, a corporation, certify that they are the assignee of the entire right, title and interest of the patent application identified above by virtue of:

☒ A chain of title from the inventors of the patent application identified above, to the current assignee as shown below.

1. From the inventors to Infineon Technologies AG and Osram Opto Semiconductors GmbH & Co. OHG recorded in the Patent and Trademark Office at Reel 016232, Frame 0837 on January 6, 2005.

2. From Osram Opto Semiconductors GmbH & Co. OHG to Osram Opto Semiconductors GmbH recorded in the Patent and Trademark Office at Reel 020051, Frame 0814 on November 1, 2007.

3. From Infineon Technologies AG to Osram Opto Semiconductors GmbH.
A copy of which is attached hereto

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned, whose title is supplied below, is empowered to act on behalf of the assignee.

CERTIFICATE OF MAILING BY EFS-WEB FILING

I hereby certify that this paper was filed with the Patent and Trademark Office using the EFS-WEB system on this date: December 5, 2008

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E

The undersigned, acting on behalf of the assignee, hereby revokes all powers of attorney previously granted in the application and appoints:

MARC M. WEFERS
Registration No. 56,842

DAVID L. FEIGENBAUM
Registration No. 30,378

TIMOTHY A. FRENCH
Registration No. 30,175

JOHN F. HAYDEN
Registration No. 37,640

ALAN D. SMITH
Registration No. 32,005

SEAN M. DEAN
Registration No. 46,656

with full power of substitution and revocation, to prosecute the application and to transact all business in the United States Patent and Trademark Office connected therewith.

All correspondence regarding the application should be sent to:

PTO Customer Number: 26161

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patents issued thereon.

Signature:  

Typed name: _____

Title: Ruediger Mueller Josef Ringsgwandl
President & CEO CFO

Date: 20 NOV 2008

Assignee: Osram Opto Semiconductors GmbH

MZW/czc
Fish & Richardson P.C.
225 Franklin Street
Boston, MA 02110-2804
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21780001.doc

Assignment Agreement

between

Infineon Technologies AG
Am Campeon 1-12, 85579 Neubiberg, Germany
("INFINEON")

and

Osram Opto Semiconductor GmbH
Leibnizstrasse 4, 93055 Regensburg, Germany
("ASSIGNEE")

1. Preamble

- 1.1. INFINEON has ownership interests in certain INTELLECTUAL PROPERTY RIGHTS [as defined below] listed in Exhibit A hereto.
- 1.2. INFINEON wishes to, subject to the reservation by INFINEON of certain rights, assign its ownership interest in the INTELLECTUAL PROPERTY RIGHTS to ASSIGNEE.
- 1.3. ASSIGNEE wishes to acquire such ownership interest in the INTELLECTUAL PROPERTY RIGHTS.

2. Definitions

- 2.1. "INTELLECTUAL PROPERTY RIGHTS" means those inventions, patent and utility model application(s), utility model(s) and patent(s) listed in Exhibit A hereto.
- 2.2. "SUBSIDIARY" means a corporation, company or other entity: (a) more than fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are now or hereafter owned or controlled, directly or indirectly, by INFINEON; or (b) which does not have outstanding shares or securities, as may be the case in a partnership, joint venture or unincorporated association, but more than fifty percent (50%) of whose ownership interest representing the right to make the decisions for such entity is now or hereafter owned or controlled, directly or indirectly by INFINEON.
- 2.3. "CUSTOMER" means any customer of INFINEON or of any SUBSIDIARY.
- 2.4. "LICENSEE" shall mean any third party (including SUBSIDIARIES of INFINEON) to which INFINEON: (i) has granted or is obligated to grant licenses, immunities, covenants not to sue or any other rights under the INTELLECTUAL PROPERTY RIGHTS as of the EFFECTIVE DATE; or (ii) reserves the right under this Agreement to grant licenses, immunities, covenants not to sue or any other rights under the INTELLECTUAL PROPERTY RIGHTS.
- 2.5. "PRODUCT" means any product(s), service(s) or method(s) provided by INFINEON or any SUBSIDIARY to CUSTOMER.
- 2.6. "EFFECTIVE DATE" means the latest date of execution of this Agreement.

3. Consideration

- 3.1. For good and valuable consideration, ASSIGNEE shall pay INFINEON a price in the amount of ten Euros, which shall be net of any taxes and duties.

4. Assignment

- 4.1 INFINEON hereby, subject to the reservation by INFINEON of certain rights set forth in Section 6, assigns, transfers, conveys and sells to ASSIGNEE all right, title and interest it has as of the EFFECTIVE DATE in and to the INTELLECTUAL PROPERTY RIGHTS including the right to sue for injunctive relief and damages for infringement of any of the INTELLECTUAL PROPERTY RIGHTS accruing after the EFFECTIVE DATE.
- 4.2 Except as expressly set forth in this Section, ASSIGNEE shall be solely responsible for all actions and all costs whatsoever, including but not limited to taxes, attorneys' fees and patent office fees in any jurisdiction, associated with the perfection of ASSIGNEE's right, title, and interest in and to each INTELLECTUAL PROPERTY RIGHT and recordation thereof.
- 4.3 Except with respect to the INTELLECTUAL PROPERTY RIGHTS as expressly set forth in this Agreement, no license, immunity, ownership interest, or other right is granted under this Agreement, either directly or by implication, stopple, or otherwise.

5. Warranties

- 5.1. INFINEON represents that INFINEON has the full right and power to assign (or convey) its rights in the INTELLECTUAL PROPERTY RIGHTS as set forth in Section 4.
- 5.2. ASSIGNEE is aware of the features of the INTELLECTUAL PROPERTY RIGHTS.
- 5.3. INFINEON shall not be liable for the utility and completeness of the INTELLECTUAL PROPERTY RIGHTS and of any other document provided to ASSIGNEE under this Agreement. THE INTELLECTUAL PROPERTY RIGHTS ARE PROVIDED ON AN "AS-IS" BASIS WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY, ENFORCEABILITY, FREEDOM FROM DEFECTS, NON-DEPENDENCY AND NON-INFRINGEMENT. ALL RIGHTS OF WARRANTY OR RESCISSION ARE EXCLUDED. INFINEON SHALL NOT BE LIABLE FOR FREEDOM OF DEFECTS SUCH AS, BUT NOT LIMITED TO, INVALIDITY AND DEPENDENCY OF THE INTELLECTUAL PROPERTY RIGHTS.
- 5.4. INFINEON MAKES NO OTHER REPRESENTATIONS, WARRANTIES, OR COVENANTS, EXPRESS OR IMPLIED, NOR SHALL INFINEON HAVE ANY LIABILITY WITH RESPECT TO INFRINGEMENT BY ASSIGNEE OF INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES.
- 5.5. EXCEPT AS SET FORTH IN SECTION 5.1, NEITHER PARTY SHALL BE LIABLE WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING HEREUNDER, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR GOODWILL OR BUSINESS

INTERRUPTIONS AND CLAIMS OF CUSTOMERS, , EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

- 5.6. EXCEPT IN CASES WHERE LIABILITY IS MANDATORY BY LAW, INFINEON'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT SET FORTH IN SECTION 3.1 (Purchase price).
- 5.7. The parties acknowledge that the limitations of Sections 5.3, 5.4, 5.5 and 5.6 were an essential element in setting consideration under this Agreement.

6. Additional Obligations

- 6.1. INFINEON reserves and retains, for the benefit of itself and its SUBSIDIARIES and its and their successors and assigns, an irrevocable, royalty-free, fully paid, perpetual, worldwide, non-transferable, non-exclusive licence under the INTELLECTUAL PROPERTY RIGHTS. The licence encompasses, but is not limited to, use, development, have developed, make, have made, import, export, sell, licence or other disposal of PRODUCT. The licence includes the right of CUSTOMER to use, process, refine, sell PRODUCT, licence or otherwise dispose of PRODUCT.
- 6.2. INFINEON reserves and retains, for the benefit of itself and its SUBSIDIARIES and its and their successors and assigns, all rights to past, present, and future royalties and other consideration given or to be given in exchange for rights with respect to any INTELLECTUAL PROPERTY RIGHTS arising or accruing under agreements executed by INFINEON or INFINEON's SUBSIDIARIES prior to the EFFECTIVE DATE.
- 6.3. Upon written request of ASSIGNEE, INFINEON shall execute all documents and instruments prepared by ASSIGNEE, and shall do all lawful acts, in each case as may be reasonably necessary to perfect ASSIGNEE's right, title, and interest in and to the INTELLECTUAL PROPERTY RIGHTS and recordation, as necessary.
- 6.4. As from the EFFECTIVE DATE, ASSIGNEE shall bear all prosecution and maintenance fees, annuities, registration fees, and the like due on INTELLECTUAL PROPERTY RIGHTS.
- 6.5. The parties agree that in the event of invalidation of any of, or some patent claims of, or all of the INTELLECTUAL PROPERTY RIGHTS, ASSIGNEE's obligation under this Agreement shall remain intact. Payments received by INFINEON shall not be returned to ASSIGNEE and INFINEON shall not be liable for such termination or invalidation.

7. Miscellaneous

- 7.1. Any claim arising under or relating to this Agreement shall be governed by the substantive laws of Germany without regard to principles of conflict of laws.
- 7.2. The terms and conditions stated herein are declared to be severable. If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the parties shall use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.

In witness whereof, the parties have executed this Agreement as of the

for Infineon Technologies AG:

Neubiberg, 16 September 2008

Place, Date

Dieter Joseph, Senior Principal

Signature

Gudrun Völker, Manager Patent Admin

Signature

for ASSIGNEE:

20 NOV 2008

REGENSBURG

Place, Date

Name, Title

Signature

Ruediger Mueller
President & CEO

Josef Ringsgward
CFO

Exhibit A:

INTELLECTUAL PROPERTY RIGHT to be assigned

IFX internal file number
2001P20140WOUS

descriptive title
Photodiode array and method for establishing a link between a first semiconductor element
and a second semiconductor element

country, application number
US 10/501,209

country, patent / publication number
US 2005/0110025

TO:SEAN M. DEAN COMPANY:FISH & RICHARDSON P.C.

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

DECEMBER 03, 2008

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PTAS

SEAN M. DEAN
FISH & RICHARDSON P.C.
P.O. BOX 1022
MINNEAPOLIS, MN 55440-1022UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENTTHE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF
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AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER
REFERENCED BELOW.PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE
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PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD
FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY
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MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 12/03/2008

REEL/FRAME: 021919/0916

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BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).
DOCKET NUMBER: 12406-0270US1

ASSIGNOR:

INFINEON TECHNOLOGIES AG

DOC DATE: 09/16/2008

ASSIGNEE:

OSRAM OPTO SEMICONDUCTORS GMBH
LEIBNIZSTRASSE 4
REGENSBURG, GERMANY 93055

SERIAL NUMBER: 10501209

FILING DATE: 01/06/2005

PATENT NUMBER:

ISSUE DATE:

TITLE: PHOTODIODE ARRAY AND METHOD FOR ESTABLISHING A LINK BETWEEN A FIRST
SEMICONDUCTOR ELEMENT AND A SECOND SEMICONDUCTOR ELEMENT

TO:SEAN M. DEAN COMPANY:FISH & RICHARDSON P.C.

021919/0916 PAGE 2

ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

TO:SEAN M. DEAN COMPANY:FISH & RICHARDSON P.C.

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

12/03/2008
500719820

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INFINEON TECHNOLOGIES AG	09/16/2008
RECEIVING PARTY DATA	
Name:	OSRAM OPTO SEMICONDUCTORS GMBH
Street Address:	Leibnizstrasse 4
City:	Regensburg
State/Country:	GERMANY
Postal Code:	93055
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10501209
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	12406-0270US1
NAME OF SUBMITTER:	Lakeisha Bryant
Total Attachments: 5 source=12406-270US1#page1.tif source=12406-270US1#page2.tif source=12406-270US1#page3.tif source=12406-270US1#page4.tif	

CH \$40.00 10501209

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PATENT ASSIGNMENT

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INFINEON TECHNOLOGIES AG	09/16/2008
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Name:	OSRAM OPTO SEMICONDUCTORS GMBH
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City:	Regensburg
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ATTORNEY DOCKET NUMBER:	12406-0270US1
NAME OF SUBMITTER:	Lakeisha Bryant

Signature:	/Lakeisha Bryant/
Date:	12/03/2008
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